Exhibit A

COMMONWEALTH OF VIRGINIA



RICHMOND CITY CIRCUIT COURT

Civil Division

400 NORTH 9TH STREET

RICHMOND VA 23219

FEB 07 2024

BY: (10(e 78 SC)

9:30 AM

Summons

To: NAVY FEDERAL CREDIT UNION SER: JOHN COLLINS, CFO 820 FOLLIN LANE SE VIENNA VA 22180 Case No. 760CL24000493-00

The party upon whom this summons and the attached complaint are served is hereby notified that unless within 21 days after such service, response is made by filing in the clerk's office of this court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment, or decree against such party either by default or after hearing evidence.

Appearance in person is not required by this summons.

Done in the name of the Commonwealth of Virginia on, Thursday, February 01, 2024

Clerk of Court: EDWARD F JEWETT

(CLERK/DEPUTY CLER

Instructions:

Hearing Official:

PRO SE CARL POTTER

Attorney's name:

Case 3:24-cv-00128-MHL Document 1-1 Filed 02/27/24 Page 3 of 26 PageID# 8

COVER SHEET FOR FILING CIVIL ACTIONS

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(CLERK'S OFFICE USE ONLY)

	5.3.3	(CEEE OF OTTICE COE OTTE)
	Richmond	Circuit Court
CARL POTTER		NAVV FEDERAL CREDIT LINION
CARL POTTER	v./In re:	
PLAINTIFF(S)		DEFENDANT(S) CFO - JOHN COLLINS
		CFO - JOHN COLLINS
		dant hereby notify the Clerk of Court that I am filing ifies the claim being asserted or relief sought.)
GENERAL CIVIL	ADMINISTRATIVE LAW	PROBATE/WILLS AND TRUSTS
Subsequent Actions	[] Appeal/Judicial Review of Decision	
[x] Claim Impleading Third Party Defendant	(select one)	[] Aid and Guidance
Monetary Damages	[] ABC Board	[] Appointment (select one)
[] No Monetary Damages [] Counterclaim	Board of Zoning	[] Guardian/Conservator [] Standby Guardian/Conservator
[] Monetary Damages	[] Compensation Board [] DMV License Suspension	[] Custodian/Successor Custodian (UTMA
[] No Monetary Damages	[] Employee Grievance Decision	
Cross Claim	[] Employee Grevance Decision	[] Impress/Declare/Create
[] Interpleader	[] Local Government	[] Reformation
[] Reinstatement (other than divorce or	Marine Resources Commissio	
driving privileges)	[] School Board	[] Construe
[] Removal of Case to Federal Court	[] Voter Registration	[] Contested
Business & Contract	[] Other Administrative Appeal	
[x] Attachment		MISCELLANEOUS
[] Confessed Judgment	DOMESTIC/FAMILY	[] Amend Birth/Death Certificate
[x] Contract Action	[] Adoption	[] Appointment (select one)
[X] Contract Specific Performance	[] Adoption – Foreign	[] Church Trustee
[] Detinue	[] Adult Protection	[] Conservator of Peace
[] Garnishment	[] Annulment	[] Marriage Celebrant
Property [] Annexation	[] Annulment – Counterclaim/Re	
[] Condemnation	Pleading [] Child Abuse and Neglect – Unfou	Settlement
[] Ejectment	Complaint	inded [] Bond Forfeiture Appeal [] Declaratory Judgment
[] Encumber/Sell Real Estate	[] Civil Contempt	[] Declaratory Judgment
[] Enforce Vendor's Lien	Divorce (select one)	[] Driving Privileges (select one)
[] Escheatment	[] Complaint – Contested*	[] Reinstatement pursuant to § 46.2-427
[] Establish Boundaries	[] Complaint – Uncontested*	[] Restoration – Habitual Offender or 3 rd
[] Landlord/Tenant	[] Counterclaim/Responsive Plea	
[] Unlawful Detainer	[] Reinstatement –	[] Expungement
[] Mechanics Lien	Custody/Visitation/Support/Ed	quitable [] Firearms Rights – Restoration
[] Partition	Distribution	[] Forfeiture of Property or Money
[] Quiet Title	[] Separate Maintenance	[] Freedom of Information
[] Termination of Mineral Rights	[] Separate Maintenance Counte	
Tort		[] Interdiction
[] Asbestos Litigation [] Compromise Settlement	WRITS	[] Interrogatory
[] Intentional Tort	[] Certiorari	[] Judgment Lien-Bill to Enforce [] Law Enforcement/Public Official Petition
Medical Malpractice	[] Habeas Corpus [] Mandamus	Name Change
Motor Vehicle Tort	[] Prohibition	[] Referendum Elections
Product Liability	[] Quo Warranto	Sever Order
[] Wrongful Death	[] Que warrante	Taxes (select one)
[] Other General Tort Liability		[] Correct Erroneous State/Local
		[] Delinquent
		[] Vehicle Confiscation
		[] Voting Rights – Restoration
5 3 10 000 00		[] Other (please specify)
★] Damages in the amount of \$ 5,310,000.00	are claimed.	
1/20/2024	- /0	
1/30/2024	Carr/P	· N/\
DATE	PLAINTIFF] DEFENDA	ANT []ATTORNEY FOR []PLAINTIFF []DEFENDANT
CARL POTTER		■ The control of the distribution of the control o
PRINT NAME		4.4.4.37 42
1510 German School Rd, Apt.308 Ri		ntested" divorce means any of the following matters are in
ADDRESS/TELEPHONE NUMBER OF		e: grounds of divorce, spousal support and maintenance, custody and/or visitation, child support, property distribution
202-427-6577		allocation. An "Uncontested" divorce is filed on no fault
carl.potter3rd@gmail		ds and none of the above issues are in dispute.
EMAIL ADDRESS OF SIGNATOR (O		

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Case No.

State of Virginia

Richmond Circuit Court

Richmond Gounty

13th Judicial Circuit of Virginia

Plaintiff

CARL POTTER

1510 German School RD

Apt.308 Richmond, VA 23225

202-427-6577

carl.potter3rd@gmail.com

٧.

Defendant

NAVY FEDERAL CREDIT UNION

CFO - JOHN COLLINS

820 Follin Ln SE Vienna, VA 22180



- Plaintiff CARL POTTER is a resident of Richmond County, in the State of Virginia.
- 2. Defendant NAVY FEDERAL CREDIT UNION is a business entity registered to do state in Richmond County, State of Virginia.
- 3. This action is for breach of contract. It exceeds the amount of \$5,000,000 and is being filed with the Richmond Circuit Court - 13th Judicial Circuit of Virginia with the proper venue and jurisdiction.
- 4. On November 10, 2024 Plaintiff CARL POTTER entered a consumer credit transaction involving a credit sale with Defendant NAVY FEDERAL CREDIT UNION for a vehicle which was a 2024 Ram 1500 for the total cash equivalent of One Hundred Forty Thousand Five Hundred One Dollars and Sixty Four Cent (\$140,501.64).
 - A. See attached Contract labeled Exhibit A which showcases the Application/Contract.
- 5. The second consumer transaction on November 10, 2024 Plaintiff CARL POTTER entered a consumer credit transaction involving a credit sale with Defendant NAVY FEDERAL CREDIT UNION for a

Flagship Rewards Credit Card for the total cash equivalent of Twenty Thousand Dollars (\$20,000).

- B. See attached Contract Exhibit A which showcases the Application/Contract.
- 6. Plaintiff CARL POTTER tendered a negotiable instrument to Defendant NAVY FEDERAL CREDIT UNION with Accord and Satisfaction as a performance to the Contract on November 10, 2023. The attached Contract was an Application/Contract that requires the input of the Plaintiff CARL POTTER Full Name, Social Security Number, and Signature which then enabled and instructed and authorized the Defendant NAVY FEDERAL CREDIT UNION to proceed with the transaction as requested in the Application/Contract.
 - C. See attached Contract Exhibit A which showcases the Application/Contract.
- 7. Defendant NAVY FEDERAL CREDIT UNION denied Plaintiff CARL POTTER of access to his securities/credit/interest. Therefore, not performing on their end their fiduciary duties and honoring the contract.
 - A. See attached Exhibit B.



- 8. Plaintiff CARL POTTER received an inquiry on his consumer credit report which proves that the security collateral of the contract between Plaintiff and Defendant was processed, and the Defendant NAVY FEDERAL CREDIT UNION owes the Plaintiff interest and has not completed their fiduciary duties.
- 9. Plaintiff CARL POTTER can prove that Exhibit A contract exist due to these six elements being:
 - A. Offer the application/contract was made available to fill out, sign, and send.
 - B. Acceptance Plaintiff gave full name, signature, and social security number which then gave valuable consideration to the application/contract.
 - C. Mutual Understanding of Agreement Defendant Navy Federal
 Credit responsibility is to pay interest, manage the accounts of
 account holders, and despite being listed as a Credit Union,
 this financial institution still engages in trading securities.

 Plaintiff CARL POTTER offered up his security.
 - D. Capacity to Agree Plaintiff CARL POTTER is in his right state of mind and understands his role as the Creditor and the Defendant NAVY FEDERAL CREDIT UNION duties are to pay

- interest and have an obligation to the Plaintiff once the contract was sent and accepted.
- E. Consideration the application/contract was given and received by the Defendant.
- F. Legality of Contract Once Plaintiff sent in application/contract with full name, signature, Social Security Number, which gave the contract valuable consideration, and it was received by the Defendant, it became a legal and enforceable contract and binded both Plaintiff and Defendant to do business and that the Defendant has a fiduciary duty to complete.
- 10. Plaintiff CARL POTTER can prove that there was a breach of contract due to these four elements being:
 - A. The existence of a contract.
 - B. Performance by Plaintiff CARL POTTER.
 - C. Failure to perform the contract by Defendant NAVY FEDERAL CREDIT UNION.
 - D. Resulting damages by Defendant NAVY FEDERAL CREDIT UNION.
- 11. The Defendant NAVY FEDERAL CREDIT UNION received

 Power of Attorney for Virginia and instructions in which Plaintiff gave

Adverse Claim per Uniform Commercial Code § 8-102. DEFINITIONS which was sent three times via certified mail pertaining to the Plaintiff CARL POTTER who is the Applicant/Principal/Creditor instructing the Defendant NAVY FEDERAL CREDIT UNION of the Plaintiff CARL POTTER letter of Claim to Interest and how to handle The Plaintiff accounts seeing that the Defendant sole responsibility is to pay interest, manage the accounts of the Plaintiff, and uphold their fiduciary duties upon receiving Plaintiff securities.

A. See attached Exhibit C.

12. Plaintiff CARL POTTER used certified mail to send instructions to Defendant NAVY FEDERAL CREDIT UNION which was sent, tracked and delivered via 3rd party services called the United States Postal Services (USPS). Plaintiff CARL POTTER kept track of all tracking numbers provided by the United States Postal Services upon sending off instructions to Defendant NAVY FEDERAL CREDIT UNION. This showcased that the instructions in which Plaintiff gave Adverse Claim per Uniform Commercial Code § 8-102. DEFINITIONS directing the Defendant on how to manage the Plaintiff accounts were signed for and received which the Plaintiff has proof of.

A. See attached Exhibit D.



- 13. The Defendant NAVY FEDERAL CREDIT UNION refused to carry out their fiduciary duties for Plaintiff CARL POTTER also refusing to carry out the Accord and Satisfaction Performance. Failing and denying to honor the application/contract that was offered and signed by the Plaintiff CARL POTTER.
- 14. Plaintiff CARL POTTER came to the conclusion that the total damages due are Five Million Three Hundred Ten Thousand Dollars (\$5,310,000) which includes both breach of contracts and the Federal Reserve Act Section 29 Civil Money Penalty which showcases each tier of my letters to the Defendant of Notice to Claim to Interest and the dollar amount for each day of those violations which was not addressed nor answered by the Defendant.
 - A. First Tier. Any member bank which, and any institution-affiliated party (within the meaning of section 3(u) of the Federal Deposit Insurance Act) with respect to such member bank who, violates any provision of section 22, 23A, or 23B, or any regulation issued pursuant thereto, shall forfeit and pay a civil penalty of not more than \$5,000 for each day during which such violation continues. 12 U.S. Code § 504 Civil money penalty.

- B. Second Tier. Notwithstanding subsection (a), any member bank which, and any institution-affiliated party (within the meaning of section 3(u) of the Federal Deposit Insurance Act) with respect to such member bank who commits any violation described in subsection (a); recklessly engages in an unsafe or unsound practice in conducting the affairs of such member bank; or breaches any fiduciary duty; which violation, practice, or breach— is part of a pattern of misconduct; causes or is likely to cause more than a minimal loss to such member bank; or results in pecuniary gain or other benefit to such party, shall forfeit and pay a civil penalty of not more than \$25,000 for each day during which such violation, practice, or breach continues.
- C. Third Tier. Notwithstanding subsections (a) and (b), any member bank which, and any institution-affiliated party (within the meaning of section 3(u) of the Federal Deposit Insurance Act) with respect to such member bank who—knowingly—commits any violation described in subsection (a); engages in any unsafe or unsound practice in conducting the affairs of such credit union; or breaches any fiduciary duty; and

knowingly or recklessly causes a substantial loss to such credit union or a substantial pecuniary gain or other benefit to such party by reason of such violation, practice, or breach, shall forfeit and pay a civil penalty in an amount not to exceed the applicable maximum amount determined under subsection (d) for each day during which such violation, practice, or breach continues. 12 U.S. Code § 504 - Civil money penalty.

- D. Maximum Amounts Of Penalties For Any Violation Described In Subsection (c). The maximum daily amount of any civil penalty which may be assessed pursuant to subsection (c) for any violation, practice, or breach described in such subsection is— in the case of any person other than a member bank, an amount to not exceed \$1,000,000; and in the case of a member bank, an amount not to exceed the lesser of \$1,000,000; or 1 percent of the total assets of such member bank. 12 U.S. Code § 504 Civil money penalty.
- 15. Due to these acts the Defendant NAVY FEDERAL CREDIT UNION breached the Contract.

- 16. Plaintiff CARL POTTER was deprived of Goods and Services in the Contract Sale.
- 17. Plaintiff CARL POTTER suffered Emotional Distress which led to Substantial Harm and experienced Consortium.
- 18. The Defendant NAVY FEDERAL CREDIT UNION refuses to return the negotiable instrument back to Plaintiff CARL POTTER.
- 19. Plaintiff CARL POTTER has organized and listed all Statutes violated by Defendant NAVY FEDERAL CREDIT UNION.A. See Exhibit E.





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Card Benefits & Rewards

- 3X points on travel
- 2X points on everything else
- Receive statement credits (up to \$100) for Global Entry or TSA Pre/®

FLAGSHIP REWARDS

Credit Card Application

Thank you for applying for a FLAGSHIP REWARDS card. After careful consideration, we're unable to approve your application.

You'll receive a letter in the next 7-10 business days with details explaining the decision.

You may want to consider applying for our nRewards secured credit card.

This card is a great way to build or repair your credit while earning rewards on everyday purchases.



Here's how it works: Deposit at least \$200 into your savings account (before submitting your application). Once approved, the deposit will determine your card's credit limit and be held as security. You'll earn rewards like other credit cards, and you'll earn dividends on your hold, just like any other savings account.







STATEMENT OF CREDIT DENIAL, TERMINATION OR CHANGE

Date: November 11, 2023 App. ID. 20233141731040

MR. CARL L. POTTER 3 . 1510 GERMAN SCHOOL RD APT 308 RICHMOND, VA 23225-4100

RE: NEW AUTO

Thank you for the recent request for credit. After careful review and consideration we are unable to approve your request for the following reasons:

YOU CAUSED NAVY FEDERAL A LOSS

If you have any questions regarding this notice, you should contact:

Navy Federal Credit Union Lending Committee P.O. Box 3000 Merrifield, VA 22119-3000 1-888-842-6328

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is:

Bureau of Consumer Financial Protection, 1700 G Street NW., Washington DC 20006.





In reply refer to: Application No. 009730608

RE: Statement of Credit Denial, Termination, or Change

Dear CARL POTTER:

Thank you for your recent application for a Visa Signature Flagship Rewards account. After careful consideration, we are unable to approve your application for the following reason:

THERE IS A LOSS ASSOCIATED WITH YOUR NAVY FEDERAL ACCOUNT(S)

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning Navy Federal is: Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20006.

If you have any questions regarding this notice, please write to: Navy Federal Credit Union, Credit Card Lending, PO Box 3501, Merrifield, VA 22119-3501.

Sincerely,

Credit Card Underwriting Navy Federal Credit Union



NOTICE OF CLAIM TO INTEREST (1st ATTEMPT)

I Potter, Carl-p/Agent on behalf of CARL POTTER/Principal HEREBY accept all TITLES. ALL RIGHTS, ALL INTEREST, and ALL GUARANTEED EQUITY owed to Principal CARL POTTER. I HEREBY instruct CFO-John Collins to reconsider my application to credit application, reference # 20233141731040, including the credit card application which was applied for and also denied. It appears that this financial institution forgot it's role, your job is not to lend money but to buy security. When I filled out those applications, offered up my SSN and signed the document and hit send, did I not offer this bank a security collateral, once the application was sent, did the bank not buy my security, that was a rhetorical question, because we both know that banks are borrowers and I am the creditor. Reference Article IV S1.1 - FULL FAITH AND CREDIT CLAUSE. 12 U.S. Code } 1431 - POWER AND DUTIES OF BANKS. CFO-John Collins failure to give me credit, and already accepting my security collateral goes against my Constitutional Rights, and breaks certain U.S. Codes, including the Federal Reserve Act. CFO-John Collins, please reconsider my application for credit connected to NFCU Member #7209095. I instruct CFO-John Collins to communicate in writing if there are any discrepancies within 5 business days of receipt of this notice. Please apply interest within 5 business days after receipt of this notice. If no communication is made within 5 business days after receipt of this notice, then I can assume the aforesaid instructions have been completed.

THESE INSTRUCTIONS ARE NOT NEGOTIABLE.

Federal Reserve Act - Section 29 - Civil Money Penalties, will be enforced on all 3 of my notices if need be. Failure to pay interest which is the bank's duty. Upon sending out 3 of my notices pending on the response received from CFO, I will use both letters sent and responses

received, if any is received, to build evidence against this financial institution and present my case to a federal judge and appeal and move my case to the Supreme Court if necessary.

CFO-John Collins will you infringe on my Constitutional Rights and go against the duties of the bank which is written in the U.S. Codes or will you accept that this financial institution made a mistake and apply the interest as instructed.

NOTICE OF CLAIM TO INTEREST - OPPORTUNITY TO CURE (2nd ATTEMPT)

I Potter, Carl-p/Agent on behalf of CARL POTTER/Principal HEREBY accept all TITLES, ALL RIGHTS, ALL INTEREST, and ALL GUARANTEED EQUITY owed to Principal CARL POTTER. I HEREBY instruct CFO-John Collins to reconsider my application to credit application, reference # 20233141731040, including the credit card application which was applied for and also denied. It appears that this financial institution forgot its role, your job is not to lend money but to buy security. When I filled out those applications, offered up my SSN and signed the document and hit send, did I not offer this bank a security collateral, once the application was sent, did the bank not buy my security, that was a rhetorical question, because we both know that banks are borrowers and I am the creditor. Reference Article IV S1.1 - FULL FAITH AND CREDIT CLAUSE, 12 U.S. Code } 1431 - POWER AND DUTIES OF BANKS. CFO-John Collins failure to give me credit, and already accepting my security collateral goes against my Constitutional Rights, and breaks certain U.S. Codes, including the Federal Reserve Act. CFO-John Collins, please reconsider my application for credit connected to NFCU Member #7209095. I instruct CFO-John Collins to communicate in writing if there are any discrepancies within 5 business days of receipt of this notice. Please apply interest within 5 business days after receipt of this notice. If no communication is made within 5 business days after receipt of this notice, then I can assume the aforesaid instructions have been completed.

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received, if any is received, to build evidence against this financial institution and present my case to a federal judge and appeal and move my case to the Supreme Court if necessary.

CFO-John Collins will you infringe on my Constitutional Rights and go against the duties of the bank which is written in the U.S. Codes or will you accept that this financial institution made a mistake and apply the interest as instructed.

NOTICE OF CLAIM TO INTEREST – DEFAULT JUDGMENT FOR NON-COMPLIANCE (3RD ATTEMPT)

I Potter, Carl-p/Agent on behalf of CARL POTTER/Principal HEREBY accept all TITLES, ALL RIGHTS, ALL INTEREST, and ALL GUARANTEED EQUITY owed to Principal CARL POTTER, I HEREBY instruct CFO-John Collins to reconsider my application to credit application, reference # 20233141731040, including the credit card application which was applied for and also denied. It appears that this financial institution forgot its role, your job is not to lend money but to buy security. When I filled out those applications, offered up my SSN and signed the document and hit send, did I not offer this bank a security collateral, once the application was sent, did the bank not buy my security, that was a rhetorical question, because we both know that banks are borrowers and I am the creditor. Reference Article IV S1.1 - FULL FAITH AND CREDIT CLAUSE, 12 U.S. Code } 1431 - POWER AND DUTIES OF BANKS. CFO-John Collins failure to give me credit, and already accepting my security collateral goes against my Constitutional Rights, and breaks certain U.S. Codes, including the Federal Reserve Act. CFO-John Collins, please reconsider my application for credit connected to NFCU Member #7209095. I instruct CFO-John Collins to communicate in writing if there are any discrepancies within 5 business days of receipt of this notice. Please apply interest within 5 business days after receipt of this notice. If no communication is made within 5 business days after receipt of this notice, then I can assume the aforesaid instructions have been completed.

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Federal Reserve Act - Section 29 - Civil Money Penalties, will be enforced on all 3 of my notices if need be. Failure to pay interest which is the bank's duty. Upon sending out 3 of my notices pending on the response received from CFO, I will use both letters sent and responses

received, if any is received, to build evidence against this financial institution and present my case to a federal judge and appeal and move my case to the Supreme Court if necessary.

CFO-John Collins will you infringe on my Constitutional Rights and go against the duties of the bank which is written in the U.S. Codes or will you accept that this financial institution made a mistake and apply the interest as instructed.

CERTIFIED TRACKING #'S - CLAIM TO INTEREST LETTER (INSTRUCTIONS)

LETTER/INSTRUCTIONS #1	TRACKING # 70220410000106612965	RECEIVED DATE: 11/16/2023
LETTER/INSTRUCTIONS	TRACKING #	RECEIVED DATE:
#2	70223330000071934457	11/27/2023
LETTER/INSTRUCTIONS	TRACKING #	RECEIVED DATE:
#3	70220410000106609972	12/18/2023

STATUTES VIOLATED

- 1. THE UNITED STATES CONSTITUTION
- 2. Virginia Law § 59.1-507.1.
- 3. BILL OF EXCHANGE ACT 1882
- 4. FEDERAL RESERVE ACT
- 5. 12 U.S. Code § 504 Civil money penalty
- 6. 12 U.S. Code § 1431 Powers and duties of banks
- 7. 15 U.S. Code § 1601 Congressional findings and declaration of purpose
- 8. 15 U.S. Code § 1602 Definitions and rules of construction
- 9. 15 U.S. Code § 1605 Determination of finance charge
- 10. 1994 US Code Title 15 COMMERCE AND TRADE
- 11. CHAPTER 40 DEPARTMENT OF COMMERCE
 SUBCHAPTER I CONSUMER CREDIT COST DISCLOSURE Part
 A General Provisions Sec. 1605 Determination of finance charge
- 12. 18 U.S. Code § 8 Obligation or other security of the United States defined